

1900-062 Chancery Causes: G. C. Gilmer vs. J. W. J. Dickinson & wife &c
Lee Co.

Pridemore

- Deed

CA - Contract Dispute
T - Property

To the Hon W. T. Miller Judge of the Circuit Court of Lee,
County Virginia.

Your Orator G. C. Gilmer, who Humbly Complaining would respectfully represent that on the 20th, day of Sept. 1895; he sold to one J. W. J Dickson a certain tract or parcel of land situated in the said County of Lee containing $6\frac{1}{4}$, at the price of 1550 and put him in the possession thereof; and he remains in the possession of the same up to the present. By the terms of this contract, your orator was, when the said land should be fully paid for, to convey the same to the said Dickson's wife? Rebecca Dickinson,

In payment of this land the said Dickinson let your orator have a note executed by James Dickinson for \$450 payable on the 17th, day of Feb 1892 this note your orator collected and the same is credited to the said ~~percher~~ ^{purchaser} as of the date above; that is on the last named day your orator credited the amount of said note; but this note being turned over to him before the land trade was made he executed to said Dickiⁿson his ~~one~~ note for a like sume on the 17 day of Dec 1891, which should not bare intrust untill the 17th, day of Feb 1892, as that was the day on which the James Dickiⁿson note began to bear ~~interest~~ ^{interest}. It will be observed that this exchange of note took place before the land trade was made; in fact the land trade was made with a view, to the payment of this note.

And the terms of the sale were, that this note should be ~~can~~-considered as paid on the said day of sale; \$300 was to be paid at the end of three months; and the residue at the end of five months. There was also ~~due~~ of purchase money from your orator to A. L. Prⁱdemore \$159 and legal intru^est from Jan 15th, 1896, This the said Dickinson was to pay; but has not done so.

There was no writing in refernce to said, sale but as before stated, said Dickison went in to the possession of said lands and has

remained therein to the present time—and has made the following payments viz. to wit, the amount shown on a paper here with filed marked, "A". And the same is prayed to be considered as part hereof. Your orator, has not made conveyance of said lands, but has retained the same as security for the balance of the purchase money due to him; all of which is due to him except the payments aforesaid. Your orator, files herewith a deed conveying said land to the said Rebecca Dickinson; which he prays to be treated as an escrow. And the same is marked "D".

Your orator is advised, that he has a lien on said land for the purchase money due to him as a ^{set-out} ~~bove~~ ~~scout~~; to enforce which said lien against said land, and have the same or so much thereof as may be necessary to pay the same *is the object of this Bill.* The premises considered your orator, prays that J. W. J. Dickinson, Rebecca Dickinson and A. L. Pridemore, be made parties defendants to this Bill; and answer its allegations. But they need not do so ^{upon oath} ~~that~~ ~~being~~ ~~wavered~~. And on a hearing said land or so much thereof, ~~be~~ ~~may~~ be sold as may be necessary to pay the same. And for all other further and general relief, he May ~~supa.~~ ~~Issue—and--be--~~

Pridemore & Lewis.

11-215.
G. C. Gilmer

v { Bill Chy

J. W. J. Dickinson
et al

1897 2nd may rules Spa
Executed & D. M.

199 1st June rules taken
the last Monday in
D. M. Confd & Cause set
for hearing.

My interest, rights
and benefits in
this cause and decrees
herein are assigned
over to J. A. S. Hyatt
on this Nov 11th 1897

G. C. Gilmer

G.C.Gilmer

Plaintiff.

vs.

(In Chancery.-)

J.W.J.Dickenson

Defendant.

The plaintiff in this cause having assigned his debt to J.A.G.Hyatt, and the said J.A.G.Hyatt, by his counsel, admitting in open court that the defendant has fully paid said debt to him, this cause came on this day to be heard on the motion of the defendant to strike the cause from the docket, and was argued by counsel. On consideration whereof, it is adjudged, ordered and decreed that the said cause be stricken from the docket.

And ordered that the said cause be stricken from the docket.

On consideration whereof, it is adjudged, ordered

and decreed that the said cause be stricken from the docket.

This cause came on this day to be heard on the motion of the

defendant to strike the cause from the docket, and was argued

by counsel. On consideration whereof, it is adjudged, ordered

and decreed that the said cause be stricken from the docket.

J.W.J.Dickenson

Defendant.

vs.

(In Chancery.-)

G.C.Gilmer

Plaintiff.

G. C. Gilmer
vs { Decree
Final.
J. W. J. Dickenson

Entered on Cal. B. 6
P 449

Enter this decree
H. A. W. Shum
Nov 13, 1900.

The plaintiff in this case having assigned his debt to

J. W. J. Dickenson

Defendant.

vs.

(In Chancery.)

G. C. Gilmer

Plaintiff.

G. C. Gilmer
against
J. W. J. Dickinson & Co. } In chq.
This Cause
came on to be heard this
day ~~to be heard~~ upon the
Bill of the plaintiff and exhib-
its filed - and the written
agreement of the parties
filed with the papers at this
term and was argued by
Counsel. On consideration
of which and for reasons
appearing to the Court said
written agreement is adopted
as a settlement of the Cause.
It is therefore adjudged ordered
and decreed that G. C. Gilmer
recover from J. W. J. Dickinson
the sum of ~~\$855.46~~ ^{and R. J. Dickinson}
\$655.46 and legal interest thereon
from the 8th day of June 1897.
And that said Dickinson when
they pay the debt due A. L. Rule-
more of \$60 or \$70 - the same
shall constitute a credit on the
sum herein decreed. And the
sum due hereunder shall
be paid one half in cash
the other half in two years
from the 8th day of June 1897.
And unless the defendant
come one for them pay the
at the times they shall please
sums then the sums herein

decreed being adjudged lying upon
 said land then D. C. Sewell
 who is hereby appointed a
 special Commissioner for the
 purpose, shall sell for cash
 in hand said land or so
 much thereof as will pay
 the amount ^{of the full debt} due. He will
 make said sale at the front door
 of the Court House of Lee County
 on some Court day by public
 outcry to the highest bidder.

But before making sale here-
 under he will advertise the
 same by posting notice thereof
 for 30 days or more on the front
 door of the Court House and
 at two or more public places
 in this County one of which
 shall be in the neighborhood where
 the land lies setting out time
 terms & place of sale.

But before proceeding to
 execute said decree of sale
 said Court will give bond before
 the Clerk of this Court in a
 penalty of \$1500, to duly per-
 form the duties hereunder and to
 pay the costs of the sale, and the Court
 is continued

G. C. Gilmore
 2-3 decrees for sale

J. W. J. O'Connell

June 2, 1897

Co. B. 106 p. 2-3

Due. A. S. Proclamation
 \$132.85 and interest
 from Jan 15-1896.
 A. L. P.

132.85 - Principle
 20.51 and to Aug 24-96

153.66

and of source of this

date 703.31

153.66

549.65 - due by att.

Enter the
 June 11, 1897

OT 2201

But the future duty of said Court will be paid by the defendant.

June 11th 1897

G. L. Gilman

Plff

vs
In Chcy

J. W. J. Dickenson et al Defts

#

It is therefore adjudged, ordered and decreed that G. L. Gilman recover from J. W. J. Dickenson and R. A. Dickenson the sum of Six hundred and fifty five dollars and forty six Cents (\$655.46) and legal interest thereon from the 8th day of June 1897 and that said Dickensons when they pay the debt due A. L. Wideman of one hundred and sixty or one hundred and seventy dollars, the same shall constitute a credit on the sum herein decreed. And the sums due hereunder shall be paid one-half in one and the other half in two years from the 8th day of June 1897. And unless the defendants or some one for them pay the same at the times they fall due, then the sums herein decreed being adjudged liens upon said lands,

D. C. Serrel, who is hereby appointed a Special Commissioner for the purpose, shall sell for Cash in hand said land or so much thereof as will pay these amounts as they fall due. He will make said sale at the front door of the Court House of Lee County, on some Court day, by public outcry to the highest bidder, but before making sale hereunder he will advertise the same by posting notice thereof for 30 days or more on the front door of the Court House and at two or more public places in this County one of which shall be in the neighborhood where the land lies, setting out time, terms and place of sale. But before proceeding to execute this decree or sale said Commissioner will give bond before the Clerk of this Court in a penalty of \$1500.00 to duly perform the duties hereunder as the law directs.

And the plaintiff will
pay the Costs now Taxable
in this Suit, but the
future Costs of Suit and
Sale will be paid by the
defendants. And the ~~Same~~
Cause is Continued.

amt Berree to Gilmer \$ 485.00
 amt from June 8 to Nov 8 1897 121.12
 \$497.12

485.
 2 1/2
 970
 2 42
 121 12
 485.
 497.12

Copy of Berree

Due A. L. Pindamore 132.85.
 Lot
 Munsey
 Styratt
 14.61
 147.46
 4.72
 152.18
 20.00
 \$172.18

1 st	Receipt	5.00	19 th Dec 1895
2	"	12.00	Jan 18 - 1896
3	"	8.00	Feb. 15 th 1896
4	"	4.75	March 10 th 1896
5	Trade	64.00	March 18 1896
6	"	75.00	May 30 - 1896

Note date 17th of December
 1891 - To draw interest
 until September 20th 1895 -
 not to draw interest
~~until Feb. 17th 1892~~
 from date but from
 Feb 17th 1892

The Amount of
 Note \$450 Four hundred
 and fifty dollars -

"A."

655.46
160
495.46

Memorandum of agreement made and entered into this the 8th day of June 1897, between G.C. Gilmer party of the first part and J.W.J. Dickenson and Rebecca H. Dickenson his wife parties of the second part: WITNESSETH, that that whereas heretofore, to wit, on the 20th day of ~~FEBRUARY~~ ~~1895~~ September 1895, the said Gilmer sold to the said Rebecca H. Dickenson a tract of land at the price of \$1550.00, and whereas various payments have been made thereon to the said Gilmer, the receipt of which is hereby acknowledged, which leaves a balance due as of this day of ~~\$845.46~~ \$845.46, and upon this sum the said R.H. Dickenson has this day paid the said Gilmer the sum of \$190.00, which leaves a balance due to the said Gilmer of \$ 655.46, and of this sum there is due to A.L. Pridemore the sum of from \$160.00 to \$170.00, which the said R.H. Dickenson hereby assumes to pay, and whereas the said Gilmer has instituted a suit in the circuit court of Lee county to specifically execute said contract and to enforce the collection of the balance due for said land, and now as a matter of settlement and compromise of the whole matter it is agreed that the said Gilmer may at this term of the court take a decree for the balance due him as aforesaid payable in two annual installments due respectively in one and two years from this date and bearing interest from this date and the said Gilmer to pay all the costs legally taxable in said cause aforesaid ^{except any costs that might be incurred by a future sale} Witness the following signatures and seals this the 8th day of June 1897.

Geo. C. Gilmer (seal)
J. W. J. Dickenson (seal)
R. H. Dickenson (seal)

29
5000

Geo. C. Kilmer
vs J. W. J. Dickerson
and Rebecca H.
Dickerson

St

This Deed, Made this The eighth day of May in the year one thousand eight hundred and ninety-seven, between G. C. Gilmer

and Kettie Gilmer of Lee County Virginia of the first part, and

Rebecca Dickinson, wife of J. W. J. Dickinson of Lee County, Virginia of the second part—

WITNESSETH: That in consideration of the sum of the sum of fifteen hundred & fifty Dollars, to them in hand paid the receipt whereof is hereby acknowledged

the said parties of the first part, G. C. Gilmer and Kettie Gilmer his wife do th grant unto the said Rebecca

Dickinson wife of J. W. J. Dickinson as aforesaid with GENERAL WARRANTY, all that Certain tract or parcel of land situated in the Turkey Cove Lee County, Virginia, devised to G. C. Gilmer by Wm. A. & Manassah Jones, and recorded in deed book 32, page 313, in the Clerk's office of Lee County Court, and bounded as follows, to-wit: Beginning at a mulberry post and a line between Samuel H. Duff deceased and Abraham Fickle, thence with a line of Thos. A. Land S. 27° E. 48 poles to a rock pile (formerly a white oak); thence S. 30° W. 54½ poles to a gate post; thence S. 28° E. 24 poles to a pile of rocks in a branch, thence N. 88° E. 32 poles splitting the spring in the middle, to a locust post in a field, thence with an old marked line S. 28½ E. 173 poles to a stake and rock pile on top of Wallen's Ridge; thence with the top of said ridge S. 47° W. 36½ poles to a rock pile, corner to Mary Jones deceased, thence with a line of the same following old marked timber S. 28° W. 285 poles to a stake in an old wagon road; thence with a line of the aforesaid Duff line S. 57° E. 55 poles to the Beginning containing 6¾ acres, be same more or less.

The said parties of the first part covenant that They have the right to convey the said land to the grantee; that They have done no act to encumber the said land; that the grantee shall have quiet possession of the said land, free from all encumbrances, and that they, the said parties of the first part, will execute such further assurance of the said land as may be requisite.

Witness the following signature and seal.

Geo. C. Gilmer

Kettie Gilmer

SEAL.

SEAL.

SEAL.

State of Virginia,

Lee
County of *Lee* to-wit:
J. J. Dalinger Justice for the County
aforesaid, in the State of Virginia, do certify that *G. L. Gilman & wife*

Gilman his wife
whose name *is* signed to the within writing, bearing date on the *12* day of *May*

189 *7*, has acknowledged the same before me in my *County* aforesaid.

Given under my hand this *12* day of *May* 189 *7*

J. J. Dalinger J. H.

MEMO.—To be acknowledged before any officer authorized to take acknowledgments.

to-wit:

In the office of _____ the _____ day of _____

189 . This deed was presented and, with the certificate annexed,
admitted to record at _____ o'clock _____ M.

Teste:

Clerk.

G. C. Gilmore wife

to } DEED OF
BARGAIN AND SALE.

Rebecca Dickman
wife of *J. W. Dickman*

189

Presented in Office, and with
certificate, admitted to record at
o'clock M.

Clerk.

Recorded Deed Book

Page and

Fee, - - \$

Tax, - -

\$

Southwest Virginian, }
Jonesville, Va. }

The Commonwealth of Virginia,

To the Sheriff of the County of Lee Greeting:

We command you to summon J. W. J. Dickinson and
Rebecca Dickinson his wife

to appear at the Clerk's office of our Circuit Court of the County of Lee, at the court-house thereof, at the
Rules to be holden for said court, on the 3rd Monday in May, 1897, to answer
a bill in Chancery, exhibited against them in our court by

G. C. Gilmer

And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said court, at the court-house, the 8th day of

May

1897, and in the 12/st year of the Commonwealth.

A. B. Munsey

Clerk.

A copy—Teste :

Clerk,

G. C. Gilmer

SUBPENA

vs. {

IN CHANCERY.

J. W. J. Dickinson et al
Pridemore & S. P. Q.

TO 2nd May Rules.

CIRCUIT COURT.

Executed within sub-
pœna on within named
J. W. J. Dickinson and
Rebecca Dickinson
on May 15th 1887. in
Lee County, Virginia
neither he, nor his
wife, nor any mem-
ber of their family, be-
ing found at the usual
place of abode of said
J. W. J. Dickinson.
Rebecca Dickinson
by leaving posted at
the front door of said
place of abode true
copies hereof.
Jas M. Weston D. & for
W. F. Weston & C.